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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

D.S., a minor by and through his
guardian *ad litem* Elsa Acosta,
individually and as successor-in-interest
to William Salgado; C.S., a minor by
and through his guardian *ad litem* Elsa
Acosta, individually and as successor-
in-interest to William Salgado; J.S., a
minor by and through her guardian *ad
litem* Elsa Acosta, individually and as
successor-in-interest to William
Salgado; M.S., a minor by and through
her guardian *ad litem* Elsa Acosta,
individually and as successor-in-interest
to William Salgado,

Plaintiffs,

v.

CITY OF HUNTINGTON PARK;
DOES 1 through 10, inclusive,

Defendants.

Case No. 2:23-cv-09412-CBM-AGR

**STIPULATED PROTECTIVE
ORDER**

Action Filed: 11/7/2023

1 **1. INTRODUCTION**

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that
9 the protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve medical records, sensitive and confidential
18 documents related to police reporting and practices, documents containing private
19 information from third parties, police investigation procedures and tactics, and other
20 confidential and private information for which special protection from public
21 disclosure and from use for any purpose other than prosecution of this action is
22 warranted. Such confidential and proprietary materials and information consist of,
23 among other things, confidential personal information of non-parties, internal police
24 reviews and procedures, and other confidential and sensitive information otherwise
25 generally unavailable to the public, or which may be privileged or otherwise protected
26 from disclosure under state or federal statutes, court rules, case decisions, or common
27 law. Defendant contends that there is good cause for a protective order to maintain
28 the confidentiality of law enforcement personnel records. Defendant emphasizes that

1 releasing these records, which include internal analyses and legal communications,
2 could hinder law enforcement investigations.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the parties are entitled to keep confidential, to ensure that the
6 parties are permitted reasonable necessary uses of such material in preparation for and
7 in the conduct of trial, to address their handling at the end of the litigation, and serve
8 the ends of justice, a protective order for such information is justified in this matter.
9 It is the intent of the parties that information will not be designated as confidential for
10 tactical reasons and that nothing be so designated without a good faith belief that it
11 has been maintained in a confidential, non-public manner, and there is good cause
12 why it should not be part of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: this pending federal lawsuit.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
18 it is generated, stored or maintained) or tangible things that qualify for protection
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
20 Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
11 this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm which
13 has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

27 **3. SCOPE**

28 The protections conferred by this Stipulation and Order cover not only

1 Protected Material (as defined above) but also (1) any information copied or extracted
2 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
3 Protected Material; and (3) any testimony, conversations, or presentations by Parties
4 or their Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial will be governed by the orders of the
6 trial judge. This Order does not govern the use of Protected Material at trial.

7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing, until a court order otherwise directs, or until a given piece of
11 information or material designated as “CONFIDENTIAL” is admitted into evidence
12 at trial. Final disposition shall be deemed to be the later of (1) dismissal of all claims
13 and defenses in this action, with or without prejudice; and (2) final judgment herein
14 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
15 reviews of this action, including the time limits for filing any motions or applications
16 for extension of time pursuant to applicable law.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

19 Each Party or Non-Party that designates information or items for protection under this
20 Stipulation and its associated Order must take care to limit any such designation to
21 specific material that qualifies under the appropriate standards. A Designating Party
22 must take care to designate for protection only those parts of material, documents,
23 items, or oral or written communications that qualify so that other portions of the
24 material, documents, items or communications for which protection is not warranted
25 are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routine designations are prohibited. Designations that
27 are shown to be clearly unjustified, or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2. Manner and Timing of Designations. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings, and regardless of whether produced in hardcopy or electronic form), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). Whenever possible, the "CONFIDENTIAL legend" should be placed in the margins of the designated document. The "CONFIDENTIAL legend" should not obscure the contents of the document or material. (See Local Rule 11-3.1.)

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of

1 the material on a page qualifies for protection, the Producing Party also must clearly
2 identify the protected portion(s) (e.g., by making appropriate markings in the
3 margins).

4 (b) for testimony given in depositions, the Designating Party must identify
5 the Disclosure or Discovery Material that is protected on the record, before the close
6 of the deposition.

7 (c) for information produced in some form other than documentary, and for
8 any other tangible items, the Producing Party must affix in a prominent place on the
9 exterior of the container or containers in which the information or item is stored the
10 legend "CONFIDENTIAL." If only portions of the information or item warrant
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portions.

13 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive the
15 Designating Party's right to secure protection under this Order for such material. On
16 timely correction of a designation, the Receiving Party must make reasonable efforts
17 to assure that the material is treated in accordance with the provisions of this Order.

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

19 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court's
21 Scheduling Order.

22 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 *et seq.*

24 6.3. The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived
28 or withdrawn the confidentiality designation, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

4 7.1. Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for preparing, prosecuting, defending, or attempting to settle this Action.
7 Such Protected Material may be disclosed only to the categories of persons and under
8 the conditions described in this Stipulation and its associated Order. When the Action
9 has been terminated, a Receiving Party must comply with the provisions of section
10 13, below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Stipulation and its Order.

14 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated CONFIDENTIAL
17 only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
19 as employees of such Counsel to whom it is reasonably necessary to disclose the
20 information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party
24 to whom disclosure is reasonably necessary for this Action and who have signed the
25 "Acknowledgement and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

28 (f) professional jury or trial consultants, mock jurors, and Professional

Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto and (2) the witnesses will not be permitted to keep any confidential information unless they sign the form, unless otherwise agreed by the Designating Party or ordered by the Court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed on by any of the Parties engaged in settlement discussions or appointed by the Court.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulation and its Protective Order. Such notification shall include a copy of this Stipulation and its Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this action
3 as “CONFIDENTIAL” before a determination by the court from which the subpoena
4 or order issued, unless the Party has obtained the Designating Party’s permission. The
5 Designating Party shall bear the burden and expense of seeking protection in that court
6 of its confidential material – and nothing in these provisions should be construed as
7 authorizing or encouraging a Receiving Party in this action to disobey a lawful
8 directive from another court.

9 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
10 **PRODUCED IN THIS LITIGATION**

11 (a) The terms of this Order are applicable to information produced by a Non-
12 Party in this Action and designated as “CONFIDENTIAL.” Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should be
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party’s
19 confidential information, then the Party shall:

- 20 (1) promptly notify in writing the Requesting Party and the Non-Party
21 that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
23 (2) promptly provide the Non-Party with a copy of this Order, the
24 relevant discovery request(s), and a reasonably specific
25 description of the information requested; and
26 (3) make the information requested available for inspection by the
27 Non-Party, if requested.

28 (c) If the Non-Party fails to seek a protective order from this Court within

1 14 days of receiving the notice and accompanying information, the Receiving Party
2 may produce the Non-Party's confidential information responsive to the discovery
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
4 not produce any information in its possession or control that is subject to the
5 confidentiality agreement with the Non-Party before a determination by the Court.
6 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
7 of seeking protection in this Court of its Protected Material.

8 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Order, the Receiving Party must immediately (a) notify in writing the Designating
12 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
13 unauthorized copies of the Protected Material, (c) inform the person or persons to
14 whom unauthorized disclosures were made of the terms of this Order, and (d) request
15 such person or persons to execute the "Acknowledgment and Agreement to Be
16 Bound" that is attached hereto as Exhibit A.

17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
18 **PROTECTED MATERIAL.**

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B).

23 **12. MISCELLANEOUS.**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific
6 Protected Material at issue. If a Party's request to file Protected Material under seal is
7 denied by the Court, then the Receiving Party may file the information in the public
8 record unless otherwise instructed by the Court.

9 **13. FINAL DISPOSITION.**

10 After the final disposition of this Action, as defined in paragraph 4, within 60
11 days of a written request by the Designating Party, each Receiving Party must return
12 all Protected Material to the Producing Party or destroy such material. As used in this
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the Protected
15 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
16 must submit a written certification to the Producing Party (and, if not the same person
17 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
18 category, when appropriate) all the Protected Material that was returned or destroyed
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
20 compilations, summaries, or any other format reproducing or capturing any of the
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
22 archival copy of all pleadings; motion papers; trial, deposition, and hearing
23 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
24 reports; attorney work product; and consultant and expert work product, even if such
25 materials contain Protected Material. Any such archival copies that contain or
26 constitute Protected Material remain subject to this Order as set forth in Section 4
27 (DURATION).

1 **14. SANCTIONS.**

2 Any violation of this Order may be punished by any and all appropriate
3 measures including, without limitation, contempt proceedings and/or monetary
4 sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 DATED: October 23, 2024

ALVAREZ-GLASMAN & COLVIN

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9
10 By: 

Roger A. Colvin

Christy M. Garcia

Attorneys for Defendants, CITY OF
HUNTINGTON PARK, et al.

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14 DATED: November 15, 2024

LAW OFFICES OF DALE K. GALIPO

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16 By: 

Dale K. Galipo

Benjamin Levine

Attorneys for Plaintiffs

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18
19
20 DATED: November 15, 2024

CARRAZCO LAW, A.P.C.

21
22 By: 

ANGEL CARRAZCO, JR.

KENT M. HENDERSON

CHRISTOPHER L. HOLM

Attorneys for Plaintiffs

23
24
25 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

26 DATED: _____

27 _____
28 Hon. ALICIA G. ROSENBERG

United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full
name], of _____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of **D.S., et al. v. CITY OF
HUNTINGTON PARK, Case No. 2:23-cv-09412-CBM-AGR**. I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process
in connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____